

CALHOUN COUNTY SUBMITTING BIDS/PROPOSALS INSTRUCTIONS

Vendors who will be submitting a bid/proposal to Calhoun County must follow these 2 steps:

1. Register as a **vendor with the County** by means of this link:

<http://www.calhouncountymi.gov/vendors/registration>

This will add you to the County's vendor database. If you are already registered, take a moment to review your information and update as needed.

2. Register your **intent to bid** with the Purchasing Office by means of this link:

lobrig@calhouncountymi.gov

Include the RFP/RFB # of the project to which you will be responding, along with the name of your company and email address. This will notify the Purchasing Office that you are to be considered a "Vendor of Record" and in turn, Purchasing will inform you of any addenda or revisions to the original solicitation. Should you elect not to submit a bid after registering a positive intent, notify the Purchasing Office via the above link that you will not be bidding.

By not registering your intent to bid, you will not be notified of addenda

**CALHOUN COUNTY
REQUEST FOR BID
CALHOUN COUNTY ADMINISTRATOR'S OFFICE,
PURCHASING DIVISION
(269) 781-0981**

ISSUE DATE: *DECEMBER 19, 2013*

DUE DATE: *JANUARY 9, 2014*

PROJECT: *GRAVEL PIT MINING; RFB#101-14*

This Request for Bid/Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed bid, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 BID/PROPOSAL SUBMISSION:

Bids/proposals must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

**CALHOUN COUNTY BUILDING
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION
315 WEST GREEN STREET
MARSHALL, MI 49068**

No other manner of submission will be accepted. All bids/proposals received shall be noted as such on the outside of the envelope:

BID: *GRAVEL PIT MINING; RFB#101-14*

DUE DATE: *THURSDAY, JANUARY 9, 2014; 3:00 PM (LOCAL TIME)*

1.2 JOINT PURCHASING

Jackson County and Calhoun County have entered into a letter of understanding (“LOU”) governing the procedure for joint purchasing by the two Counties. Calhoun County is acting as the lead purchasing agency for both Counties under this LOU. This solicitation for proposal is being issued pursuant to that LOU, the terms of which are incorporated by reference herein. A copy of the LOU can be obtained upon written request to Calhoun County. If applicable, any obligation of Calhoun County or Jackson County to purchase a specific quantity shall be subject to the limitations set forth herein. Neither County shall be obliged to purchase any specific quantity of any good or service other than what it commits to specifically in writing for that County. Any warranties for any goods or services shall extend to both Counties. Calhoun County/Jackson County may award projects or portions of projects to alternate contractors upon written notification to the successful bidder. Calhoun County/Jackson County award to alternate contractors will not result in additional cost or changes in unit costs or the remaining projects and quantities.

1.3 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.4 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

1.4.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

_____REGISTRATION NUMBER:_____

1.4.2 A PARTNERSHIP doing business under the firm name of:

All of the members of which are as follows:

NAME _____ ADDRESS _____

REGISTRATION NUMBER: _____

1.4.3 A CORPORATION duly organized and doing business under the laws of the State of _____

REGISTRATION NUMBER: _____

1.5 INSTRUCTIONS FOR EXECUTING CONTRACT

1.5.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.

1.5.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.

1.5.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.6 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County/Jackson County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County/Jackson County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and

volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.7 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's bid/proposal shall be construed, expressly or by implication as a waiver by either party (Calhoun County/Jackson County or Contractor) of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.8 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by Calhoun County/Jackson County, shall not alter or affect the obligations of the Contractor or the rights of Calhoun County/Jackson County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.9 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

1.9.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

- 1.9.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground (XCU); (F) Shall not exclude road design.
- 1.9.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 500,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.9.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be ***Additional Insureds***: Calhoun County, Jackson County, all elected and appointed officials of Calhoun and Jackson County, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof for Calhoun County and Jackson County.
- 1.9.5 **Cancellation Notice:** Workers’ Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068).”
- 1.9.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County Purchasing at least ten (10) days prior to the expiration date. Include current certificates of insurances with your bid. The successful contractor may be required to have the County added as an additional insured to their insurance policy.
- 1.9.7 Accident Liability

The contractor shall at all times exercise extreme care and shall assume all legal liability for damages both to property and to persons resulting from any accident which may occur as a result of the work performed under this contract. The contractor shall save harmless and indemnify Calhoun County/Jackson County for damages arising out of and during the progress of the work performed under this contract and further will name Calhoun County/Jackson County as additional insured, pursuant to *Sec. 1.8.4.*

1.10 TAXES

Except as may be otherwise provided in the RFP/RFB, Calhoun County and Jackson County are both exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

1.11 GRATUITIES

Calhoun County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

1.12 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a bid/proposal, the prospective contractor certifies that in connection with the bid:

- 1.12.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.12.2 The service cost quoted in the bid/proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- 1.12.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a bid/proposal.
- 1.12.4 Each person signing the bid certifies that he/she is authorized to bind the contractor to its provisions.

1.13 DISCLOSURE

- 1.13.1 All information in bids/proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.
- 1.13.2 If a person believes that any portion of a bid, bid offer, specification, protest or correspondence contains information that should be withheld, then the Calhoun County Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for

confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.14 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, Calhoun County/Jackson County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original bid/proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous bid may be recommended for award. In the event only one bid is received, the County may require that the offeror submit a cost bid in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Calhoun County Board of Commissioners to the offeror whose bid/proposal is most advantageous to Calhoun County/Jackson County.

1.15 CONTRACT

The contract shall be based upon the Request for Bid/Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Bid/Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Bid/Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreements in any form.

1.16 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with Calhoun County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP/RFB), all documents necessary to the successful execution of the contract.

1.16.1 The contract will be awarded to the most responsible bidder whose bid/proposal conforming to this solicitation will be most advantageous to Calhoun County/Jackson County; price and other factors considered.

1.16.2 The County reserves the right to accept or reject any or all bids/proposals and to waive informalities and irregularities in bids, proposals, or bidding procedures, and

to accept any bid/proposal determined by the County to be in the best interests of Calhoun County/Jackson County, even though not the lowest bid/proposal.

1.16.3 The County reserves the right to postpone the bid/proposal opening for its own convenience.

1.16.4 The County reserves the right to reissue the request for bid/proposal.

1.16.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County/Jackson County. Calhoun County/Jackson County reserves the right to obtain like goods or services from another source when necessary.

1.17 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the bid/proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.18 INDEPENDENT CONTRACTOR

1.18.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1.18.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by Calhoun County/Jackson County, and that such days do not accumulate for the use of same at a later date.

1.18.3 Calhoun County/Jackson County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a Calhoun County/Jackson County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.19 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.20 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.22 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP/RFB shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.23 LENGTH OF CONTRACT

The term of the contract shall be for the timeline for work as outlined in Section 3.2.9. The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.24 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.25 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid/Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP/RFB. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's bid/proposal, Calhoun County/Jackson County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

1.26 FAIR EMPLOYMENT PRACTICES

Any vendor engaged in this contract shall conform to Public Act 453, 1976, as amended, "Michigan Civil Rights Act", the Civil Rights Act of 1964, the Equal Opportunity Employment Act of 1973 inclusive of subsequent amendments and the Federal Rehabilitation Act of 1973, Section 504.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF BIDS/PROPOSALS

- 2.1.1 One original and **three (3)** copies of each bid/proposal should be submitted on the forms and in the format specified in the RFP/RFB. The original copy of the bid/proposal should be clearly labeled “Original” and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of bid/proposal copies, as well as additions to the bid/proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP/RFB. The County will not provide any reimbursement for the cost of developing or presenting bids/proposals in response to this RFP/RFB. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s bid/proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.2 To be considered, bidders must submit a complete response to this RFP/RFB. No other distribution of RFP/RFB is to be made by this bidder. The bid/proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Bids/proposals must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF BIDS/PROPOSALS

- 2.2.1 The bid/proposal shall be legibly prepared in either ink or typed.
- 2.2.2 Should the bidder find it necessary to alter the Bid/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.
- 2.2.3 The bid/proposal shall be legally signed and the complete address of the bidder provided thereon.

2.3 ACCEPTANCE OF RFP/RFB CONTENT

It is the responsibility of all offerors to examine the entire Request for Bid/Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date. The contents of this RFP/RFB and the

bidder's bid/proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

- 2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal/Bid (RFP/RFB) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their bid/proposal. Any information given to a prospective bidder concerning the RFP/RFB will be furnished to all prospective bidders as an amendment or an addendum to the RFP/RFB if such information would be of significance to uninformed bidders. Calhoun County/Jackson County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.
- 2.4.2 Questions that arise as a result of this RFP/RFB must be submitted in writing to the issuing office via e-mail by ***Monday, December 30, 2013***. All questions and answers will be posted to Calhoun County's website so as to be available to all potential bidders by ***Thursday, January 2, 2014***, and registered vendors will be notified via email to view this information on the website. Any correspondence related to a solicitation should refer to the appropriate Request for Bid number, page and paragraph number. Questions must be addressed to:

Attention: Leslie R. Obrig,
Calhoun County Purchasing Coordinator
315 West Green Street
Marshall, Michigan 49068
Email: lobrig@calhouncountymi.gov

2.5 RESPONSIVE BID/PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all bids/proposals on a fair and uniform basis. Calhoun County/Jackson County reserves the right to accept or reject any or all bids/proposals and to waive informalities and irregularities in bids, proposals, or bidding procedures, and to accept any bid/proposal determined by Calhoun County/Jackson County to be in the best interests of Calhoun County/Jackson County, even though not the lowest bid. **Bids/proposals shall remain vital for ninety (90) days from opening.**

2.6 SPECIAL CONDITIONS

_____2.6.1__Quantity Commitment

2.6.1.1 Nothing herein is a guarantee of purchase; any and all purchases shall be made at the sole discretion of Calhoun County/Jackson County, unless otherwise stated.

2.6.2 Informed Bidders

2.6.2.1 Before submitting bids/proposals, Bidders must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error.

2.6.2.2 Contractors shall investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. Failure upon the part of the contractor to investigate or inspect will not be grounds for additional compensation under the contract and shall be the Contractor's responsibility to address to Calhoun County's/Jackson County's satisfaction.

2.6.2.3 Submission of a bid/proposal will be construed as conclusive presumption that the contractor is thoroughly familiar with the bid/proposal requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

2.6.3 Right to Inspect

2.6.3.1 Calhoun County/Jackson County shall have the right to inspect any material and equipment to be used in carrying out the terms of this contract. Calhoun County/Jackson County shall not be held responsible for any damage to the contractor's equipment

2.6.4 Availability of Material

2.6.4.1 Calhoun County/Jackson County does not assume any responsibility for the availability of any materials, equipment, or components required under the contract. The Contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work furnished under this contract.

2.6.5 MDOT Standards

2.6.5.1 Materials, equipment, components, or completed work not complying with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications and/or as specified within this bid/proposal may be rejected by Calhoun County/Jackson County and shall be replaced by the Contractor at no cost to Calhoun County/Jackson County.

2.6.6 Material Safety Data Sheets

2.6.6.1 Material Safety Data Sheets (MSDS) must be submitted with any bid/proposal or quote for a product or service that requires the use of a product that must have a Material Safety Data Sheet.

2.7 LATE BIDS

Any bid received at the office herein designated after the exact time specified for receipt will not be considered. All bids must be submitted in compliance with the instructions designated in *Sec. 1.1, page 1*. No other manner of submission will be accepted. The prevailing clock shall be www.time.gov

2.8 ALTERNATE BIDS/PROPOSALS

Bidders are cautioned that any alternate bid/proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP/RFB, may be considered non-responsive and at the option of Calhoun County/Jackson County, result in the rejection of the bid/proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid/Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP/RFB. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted Calhoun County/Jackson County will assume vendor is in agreement.

2.9 WITHDRAWAL OF BID/PROPOSAL

Bids/proposals may be withdrawn prior to the exact time set for receipt of bids/proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid/proposal documents.

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SCOPE OF WORK

The Jackson County Department of Transportation (JCDOT) and Calhoun County Road Department (CCRD) are seeking qualified, established and professional contractors to mine 30,000 cubic yards of 22A gravel and optional 2NS sand from a pit located on Behling Road in Jackson County.

3.2 SCOPE OF WORK REQUIREMENTS & SPECIFICATIONS

All materials are to meet current Michigan Department of Transportation specifications. MDOT 22A shall be to 4-8% passing #200 sieves with clay. Material passing the #200 sieve shall be free of organics, clay clumps and fine silty sands. Bids shall include adding clay where required. Testing of materials shall be completed at the end of production quantities for each phase of the 3 year pit management plan. The Jackson County Department of Transportation (JCDOT) or its authorized representatives shall take 3 (one at the beginning of the pile) test samples obtained from the stockpile in accordance with the current MDOT Inspection Manual. Should 3 consecutive tests fail, the entire pile will be rejected. All materials shall meet the current MDOT specifications for course aggregates, dense-grade aggregates and open graded aggregates.

Bidders are required to provide a 3 year pit management plan that is designed to detail methods to minimize and manage environmental impacts of gravel extracting and cartage operations and provide for the rehabilitation of the site.

OPTION: The successful bidder will have the option to take the spoils pile (from the gravel processing) and process it into 2NS sand (modified) if it can meet specifications. The grading requirements shall be as follows:

<u>PASSING</u>	<u>PERCENT BY WEIGHT</u>
3/8"	100
No.4	100
No.8	65-90
No.16	40-80
No.30	25-60
No.50	15-35
No.100	0.6
Loss by washing	0-1.5

3.2.1 The pit is located on Behling Road in Jackson Co.

http://www.calhouncountyroads.com/wp-content/uploads/pdf_scans/Behling_Rd_Pit.pdf

- 3.2.2 Contractor will be required to stockpile material into two (2) separate piles for 22A gravel: one with 10,000 cubic yards and one with 20,000 cubic yards. Contractors who provide a bid for optional 2NS will be required to place the sand in a third pile.
- 3.2.3 All potential bidders are encouraged to complete a site inspection of the proposed gravel pit. A site inspection is not mandatory but highly recommended. Submission of a bid will be deemed conclusive evidence that such an inspection was made or that such an inspection was waived and submission of a bid shall constitute a waiver by each bidder of all claims of error in the bid, withdrawal of bid, or payment of extras or a combination thereof or any revision thereof. Contact the following to arrange a site inspection:
- Bryce Mursch
bmursch@calhouncountymi.gov
(269) 781-9841x242
- 3.2.4 Submission of bid is verification the contractor has examined the specifications and work described herein, and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.
- 3.2.5 The contractor hereby agrees to furnish all necessary labor, machinery, tools, apparatus and other means of production to do all the work herein in conformity with the current MDOT Standard Specifications, as modified by the Jackson County Department of Transportation's.
- 3.2.6 The contractor further agrees to leave the pit area in a condition satisfactory to JCDOT/CCRD, the cost for which shall be in the quoted price per cubic yard.
- 3.2.7 JCDOT/CCRD is concerned with the proper use of its current deposits. Every year increased regulations make it more difficult to locate and open new aggregates. Bidders are instructed to include in their bid, a proposed three (3) year pit management plan. In addition to the sketch, JCDOT/CCRD requires the proposed plan to show determining factors in achieving the best pit management for JCDOT/CCRD. Contractor must comply with all Concord Township zoning ordinances, all Michigan Department of Environmental Quality (DEQ) regulations, all Mine Safety and Health Administration (MSHA) pit operations regulations and all state and federal regulations.

3.2.8 JCDOT/CCRD requires that the method of stockpiling used shall achieve maximum uniformity. The Bidder shall submit a “stockpile plan” with their bid response. Said plan shall at a minimum include methods of stockpiling (including equipment used), and proposed techniques for minimizing segregation. Stock piles that appear segregated will be rejected on visual inspection by JDOT.

3.2.9 Upon acceptance of a pit management plan by JCDOT/CCRD, the successful bidder agrees to begin production on phase 1 within (60) calendar days of award pending termination of seasonal weight restrictions, and work shall be completed within (90) days. Phase 2 and 3 of the 3 year plan will commence upon approval of JCDOT/CCRD and work will be completed on dates mutually agreed upon by JCDOT/CCRD. Unless otherwise negotiated, failure to complete work on time will result in breach of contract. Contractor must shut down mining equipment at 12:00pm on Saturdays and the day before a holiday. No Sunday or holiday work is permitted. Mining operations will not be allowed after sunset or before sunrise.

3.3 CONTENTS OF BID

Bids shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this Request for Bids.

The bid should include the following:

3.3.1 Proposed work plan

3.3.1.1 Pit Management Plan - 3 years (*Section 3.2.9*)

Include sketch and statement of factors which determine best 3 year Pit Management Plan

3.3.1.2 Stock Pile Plan (*Section 3.2.8*)

3.3.1.3 Work Schedule

Provide a proposed work schedule which complies with the requirements established in *Section 3.2.9*.

3.3.1.4 Provide a list of major equipment you will use to execute proposal requirements including make, model, size, age and general condition.

3.3.2 Bid price (*Attachment C*)

3.3.3 Qualifications of firm

3.3.3.1 Provide a description of your firm.

Include the location and description of the office which would provide service to the County, the address and list of key workers assigned to project.

3.3.3.2 Provide a summary of your firm's experience in processing gravel

3.3.5 Provide references of five (5) current customers, including contact person and telephone number. Clients with comparable gravel pit size/conditions to the County location are preferred.

3.3.6 Completed attachments are a requirement of the proposal process

3.3.6.1 *Attachment A - Non-Collusion Affidavit*

3.3.6.2 *Attachment B - Certificate of Authorization for Contract Execution*

3.3.6.3 *Attachment C - Bid Price Sheet*

3.4 BID EVALUATION CRITERIA

It is the intent of JCDOT/CCRD to conduct a comprehensive, fair and impartial evaluation of the bids received in response to this Request for Bids. The bid selected will be that response deemed most advantageous to Calhoun/Jackson County, based on the following criteria presented in order of importance:

3.4.1 Work Plan

3.4.1.1 Pit Management Plan

3.4.1.2 Stockpile Plan

3.4.1.3 Work Schedule

3.4.1.4 List of Equipment

3.4.2 Price

3.4.3 Qualifications of Firm

3.4.4 References on similar projects

3.4.5 Compliance with bid requirements

3.5 RESPONSE TO RFP/RFB

Bidder's bid packets must arrive at the Calhoun County Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP/RFB. Bidders are responsible for the timely receipt by the Calhoun County Purchasing Division of their bids notwithstanding delays resulting from postal handling or any other reasons.

LATE BID/PROPOSAL PACKETS WILL NOT BE CONSIDERED.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____ of
(Official Corporate Title)

the corporation named contractor herein: that _____ who signed the
foregoing proposal on behalf of said corporation was then _____ of said
corporation; that said proposal was duly signed for on behalf of said corporation by authority of
its governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE: _ _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies

ATTACHMENT C

PRICE SHEET

RFB#101-14

TO: CALHOUN/JACKSON COUNTY, MICHIGAN

BID BY: _____
(vendor name)

The above named vendor does hereby offer to provide gravel processing for the County of the type and quality and in the manner described, subject to and in accordance with the terms and conditions set forth in RFB#101-14 and at the price hereinafter stated for services rendered.

COUNTY FACILITY: BEHLING ROAD PIT, JACKSON COUNTY

Behling Rd. Pit 22A - 30,000 cubic yards \$ _____

Behling Rd. Pit **Optional 2NS** \$ _____ per cubic yard

VENDOR:

COUNTY OF CALHOUN:

(signature)

(signature)

(name-type or print)

(name-type or print)

(title)

(title)

*Also include email address and telephone number.

ALL PRICES SHALL REMIAN VITAL IN ACCORDANCE WITH THE REQUIREMENTS AS NOTED IN SECTION 3.2.9.

(Extra pages)

